

**APPLICATION AND AGREEMENT FOR  
ELECTRONIC MAIL (EMAIL) ACCOUNT WITH  
EDUCATIONAL SERVICE UNIT #8**

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302 Main Street • P.O. Box 89 • Neligh, NE 68756-0089  
Phone 402-887-5041 • Fax: 402-887-4604



Your signature below verifies your acceptance of the Educational Service Unit #8 Email Account Rules and the conditions outlined below.

School and/or District: \_\_\_\_\_

This is an application for a: \_\_\_\_\_ Teacher \_\_\_\_\_ Other \_\_\_\_\_ (check one)

Name: \_\_\_\_\_

School Address: \_\_\_\_\_

School Phone Number: \_\_\_\_\_

Teaching Area: \_\_\_\_\_

Password Preference (*at least 6 characters*): \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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This section is to be completed by EDUCATIONAL SERVICE UNIT #8.

User ID#: \_\_\_\_\_

**Login/User Name:** \_\_\_\_\_

**User's Password:** \_\_\_\_\_

ESU #8 Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The following rules have been duly and regularly adopted by Educational Service Unit No. 8 and shall be applicable to all Internet and Email account holders and Users:

- 1. ISSUANCE OF ACCOUNT.** This application and agreement shall not be effective unless and until it is accepted in writing by an authorized representative of the system administrator.
- 2. AUTHORIZATION REQUIRED.** No person may access or use NENet unless he or she holds a valid ESU INTERNET / EMAIL ACCOUNT granted by Educational Service Unit No. 8 or is specifically authorized by the holder of valid ESU INTERNET / EMAIL ACCOUNT to access NENet through such account. The holder of any ESU INTERNET / EMAIL ACCOUNT shall be responsible for the ongoing supervision, management, and control of any person he or she authorizes to access NENet through such ESU INTERNET / EMAIL ACCOUNT. For the purposes of these rules, "User" shall refer to the holder of any valid ESU INTERNET / EMAIL ACCOUNT and any person he or she authorizes to access NENet through his or her ESU INTERNET / EMAIL ACCOUNT; "District" shall refer to School District having a master ESU Internet Account; and "System Administrator" shall refer to Educational Service Unit No. 8 and/or their designee.
- 3. CONSENT FOR USE BY STUDENTS.** Because NENet provides access to other computer systems around the world, User (and parent(s) of users, if User is under 19 years of age) specifically understands that the system administrator and NENet have no control over the content of information residing on such other systems. Users and the parents of users who are under 19 years of age are advised that some systems may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. NENet, Educational Service Unit No. 8, and the system administrator do not condone the use of such materials and do not permit usage of such materials in the school environment. Parents of minors having access to NE net should be aware of the existence of such material and monitor home usage of the system. Students knowingly bringing such materials into the school environment will be subject to the discipline policies of the individual school building and his or her school district, and such activities may result in termination of his or her access to NENet.
- 4. COMPLIANCE WITH RULES.** User agrees to comply with all ESU INTERNET / EMAIL ACCOUNT rules, as such rules may be amended from time to time. The ESU INTERNET / EMAIL ACCOUNT rules are incorporated herein by reference. The system administrator shall provide notice of changes to these rules through the User's district, as they are amended from time to time.
- 5. RESTRICTED USE.** User agrees not to publish on or over NENet any information which violates or infringes on the rights of any other person or any information which would be abusive, profane, or sexually offensive to an individual, or which, without the approval of system administrators, contains any advertising or any solicitation of other users for the purchase or sale of goods or services. User agrees not to use the facilities and capabilities of NENet to conduct any business or activity or solicit the performance of any activity that is prohibited by law.
- 6. ONLINE CONDUCT.** Any action by a User that is determined by the system administrator to constitute an inappropriate use of NENet or to improperly restrict or inhibit other Users from using and enjoying NENet is strictly prohibited and may result in termination of an offending User's account. User specifically agrees not to submit, publish, or display on NENet any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material; nor shall User encourage the use of controlled substances. Transmission of material, information or software in violation of any local, state, or federal law is prohibited and is a breach of the Terms and Conditions.

Each User shall indemnify NENet, Educational Service Unit No. 8, the system administrator, and his or her District for any losses, costs or damages including reasonable attorneys' fees incurred by NENet, Educational Service Unit No. 8, the system administrator, and his or her District relating to, or arising out of any breach of this section (Online Conduct) by User.

The authorized ESU INTERNET / EMAIL ACCOUNT is issued through an agreement with the District and grants the User access to NENet for instructional purposes. Commercial uses of NENet are strictly prohibited unless prior written consent from the system administrator has been granted.

**7. SOFTWARE LIBRARIES.** Only public domain files, and files in which the author has given expressed consent for online distribution, may be uploaded to the software libraries by User. Any other software may not be uploaded to the software libraries. Any software having the purpose of damaging other Users' systems, or the NENet System (e.g. computer viruses) is specifically prohibited. The system administrator, at its sole discretion, further reserves the right to immediately terminate the account of a User who misuses the software libraries. The system administrator does not necessarily inspect software uploaded by Users and NENet DOES NOT GUARANTEE THE SUITABILITY OR PERFORMANCE OF ANY SOFTWARE DOWNLOADED FROM NENet SYSTEM OR ANY OTHER SYSTEM ACCESSED THROUGH NENet.

**8. COPYRIGHTED MATERIAL.** Copyrighted material must not be placed on any system connected to NEnet without the author's permission. Only the owner(s) or persons they specifically authorize may upload copyrighted material to the Service. Users may download copyrighted material for their own use. Any User may also non-commercially redistribute a copyrighted program with the expressed permission of the owner or authorized person. Permission must be specified in the document, on the System, or must be obtained directly from the author.

**9. PUBLIC DOMAIN MATERIAL.** Any User may upload public domain programs to the System. Any User may download public domain programs for their own use or non-commercially redistribute a public domain program. User assumes all risks regarding the determination of whether a program is in the public domain.

**10. INDEMNIFICATION.** User shall indemnify and hold the system administrator harmless from any claim, expense, liability, or damage arising out of or in connection with User's use of the system, including but not limited to telephone toll charges, data base access fees, and software charges.

**11. ELECTRONIC MAIL.** Electronic mail ("Mail") is a private electronic message sent by or to a User in correspondence with another person having Internet mail access. Messages received by the System are retained on the System until deleted by the recipient. A canceled NEnet account will not retain its Mail. Users are expected to remove old messages in a timely fashion and the system administrator may remove such messages if not attended to regularly by the User. The system administrator will not intentionally inspect the contents of Mail sent by one User to an identified addressee, or disclose such contents to other than the sender, or an intended recipient, without the consent of the sender or an intended recipient, unless required to do so by law or policies of his or her school district, or to investigate complaints regarding Mail which is alleged to contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. The system administrator reserves the right to cooperate fully with the User's school district, local, state, or federal officials in any investigation concerning or relating to any Mail transmitted on NEnet.

**12. DISK USAGE.** The system administrator reserves the right to set quotas for disk usage on the System. A User who exceeds their quota will be advised to delete files to return to compliance. A User who remains in noncompliance of disk space quotas after seven (7) days following notification will have their files removed by the system administrator.

**13. SECURITY.** Security on any computer system is a high priority, especially when the system involves many Users. If a User feels that they can identify a security problem on NEnet, the User must notify a system administrator or e-mail Pat Beckman. The User should not demonstrate the problem to others. A User who is a district staff person may allow students who are not Users to access the system through the staff person's ESU INTERNET / EMAIL ACCOUNT as long as the staff person does not disclose the password of the account to the students and understands that the staff person assumes responsibility for the actions of students using his or her ESU INTERNET / EMAIL ACCOUNT. A User may not otherwise allow unauthorized persons to use his or her ESU INTERNET / EMAIL ACCOUNT and password. Passwords to the system should not be easily guessable by others, nor should they be words that could be found in a dictionary. Attempts to login to the system using another User's account or as the system administrator will result in termination of the ESU INTERNET / EMAIL ACCOUNT. User should immediately change his or her password and then notify the system administrator [or email Linda Miller] if his or her password is lost or stolen, or if User has reason to believe that someone has obtained unauthorized access to their ESU USER ACCOUNT. Any User identified as a security risk or having a history of problems with other computer systems may be denied access to NEnet.

**14. VANDALISM.** Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another User, NEnet, or any of the agencies or other networks that are connected to NEnet, or the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.

**15. TERMINATION OF ACCOUNT.** The system administrator reserves the right, at its sole discretion, to suspend or terminate an ESU INTERNET / EMAIL ACCOUNT with or without cause and with or without prior notice to the User. Upon such suspension or termination, or as soon after as is practical, the system administrator will inform the User of the suspension or termination and provide the User an opportunity to present an explanation. User may request a review hearing with system administrator within a reasonable time after such suspension or termination. After the review, the User's ESU INTERNET / EMAIL ACCOUNTS may be restored if the system administrator finds that just cause has been demonstrated for such action.

A User may terminate access to, and use of, NEnet by sending Notice to a system administrator. Terminations by User will be effective on the day that a system administrator receives Notice or on a future date if so specified in the Notice. ESU INTERNET / EMAIL ACCOUNTS which are inactive for more than 90 days may be removed along with that User's files without Notice given to the User.